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Superior Court of California,
County of San Francisco

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

CGC-24-612135

MARK PARSONS,
an individual,
Plaintiff,

v.

REALITY HOUSE WEST, a non-profit
corporation, CARITAS MANAGEMENT
COMPANY, a corporation, OTIS
ELEVATOR COMPANY LLC, a limited-
liability company, and DOES 1 through
25,

Defendants.

COMPLAINT FOR DAMAGES

- 1. Disability Discrimination - FEHA**
- 2. Whistleblower Retaliation - FEHA**
- 3. Failure to Prevent Discrimination and Retaliation - FEHA**
- 4. Denial of Civil Rights – Unruh Civil Rights Act**
- 5. Violation of Civil Code § 54, et seq.**
- 6. Violation of California Government Code §11135**
- 7. Intentional Infliction of Emotional Distress**
- 8. Breach of Implied Warranty of Habitability**
- 9. Breach of Statutory Warranty of Habitability**
- 10. Breach of Covenant of Quiet Enjoyment**
- 11. Breach of Covenant of Good Faith and Fair Dealing**

[REQUEST FOR JURY TRIAL]

INTRODUCTION

1. Plaintiff MARK PARSONS ("Plaintiff" or "Mr. Parsons"), at all times relevant to this Complaint, was a resident of the State of California, County of San Francisco, and a disabled 15-year tenant of an SRO room located at the Cadillac Hotel, 380 Eddy Street. San Francisco, CA ("Cadillac Hotel").

2. Defendant REALITY HOUSE WEST owns the Cadillac Hotel, the rental property that is the subject of this dispute. REALITY HOUSE WEST is an "owner" as defined in California Government Code § 12927(c) and "landlords" as defined by § 37.2(h) of the San Francisco Administrative Code. Plaintiff is informed and believes, and based thereon alleges, that REALITY HOUSE WEST is a public benefit nonprofit corporation, and at all times mentioned herein, provides services within the County of San Francisco.

3. Defendant CARITAS MANAGEMENT CORPORATION (hereinafter Defendant or "Caritas"), is the property management company for the Cadillac Hotel. Defendant Caritas is an "owner" as defined in California Government Code § 12927(c). Defendant Caritas is a "landlord" of the Premises, as defined by § 37.2(h) of the San Francisco Administrative Code. Defendant Caritas is a California corporation and is an entity subject to suit under the California Fair Employment and Housing Act, California Government Code § 12900, et seq. ("FEHA").

4. Defendant OTIS ELEVATOR COMPANY LLC is the vendor contracted with maintaining the elevator at the Cadillac Hotel. Plaintiff is informed and believes, and based thereon alleges that OTIS ELEVATOR COMPANY LLC is California limited liability company with principal place of business in Compton, California and a place of business in San Francisco, California on Front Street.

5. Venue is proper in this county in accordance with Section 395(a) of the California Code of Civil Procedure because some or all of the Defendants reside in this County and the injuries and/or damages alleged herein occurred in San Francisco County.

6. The true names and capacities, whether individual, corporate, associate, partnership, governmental or otherwise, of DOES 1 through 30, inclusive, are unknown to the plaintiff, who therefore sues said defendants by such fictitious names pursuant to Code of Civil Procedure § 474.

1 When the true names and capacities of said defendants are ascertained, plaintiff will seek to amend
2 this Complaint accordingly.

3 7. Plaintiff is informed and believes and thereon alleges that each and every defendant
4 designated herein, including all DOE defendants, was negligently, wrongfully, carelessly,
5 unlawfully, tortiously, or in some other actionable manner, responsible for the events and
6 happenings herein referred to, and that their negligent and/or otherwise tortious and wrongful acts
7 and/or omissions proximately caused, or were a substantial factor in causing, the injuries and
8 damages to plaintiff as are herein alleged.

9 8. Each of the Defendants (including all DOE and Individual Defendants), in carrying
10 out the acts complained of herein, were acting in the course and scope of his, her, their, or its
11 employment and as the employer, employee, principal, co-conspirator, and/or the agent of each of
12 the other Defendants and/or in concert with the other Defendants and/or partnership with the other
13 Defendants (including all DOE and Individual Defendants).

14 9. Plaintiff is further informed and believes and thereon alleges that at all relevant times
15 herein, Defendant Caritas was an agent, employee, joint venturer, partner, alter ego, and/or legal
16 representative of each of the remaining defendants. Plaintiff is further informed and believes, and
17 based thereon alleges, that at all times mentioned herein, the defendants were acting within the time
18 and within the authority, course, and scope of said agency, employment, joint venture, partnership,
19 or as an alter ego and with the full knowledge, ratification, permission, and consent of the remaining
20 co-defendants, and each of them.

21 10. Whenever and wherever reference is made in this complaint to any act or failure to
22 act by a Defendant or Defendants, such allegations and reference shall also be deemed to mean the
23 acts and failures to act of each defendant acting individually, jointly, and severally. Whenever
24 reference is made to individuals who are not named as Plaintiff or Defendants in this complaint but
25 who were employees/agents of Defendants, it is alleged that such individuals at all relevant times
26 acted on behalf of Defendants within the course and scope of their employment.

27 11. Plaintiff is informed and believes and thereupon alleges that, at all times material
28 herein, defendants, and/or their agents/employees knew or reasonably should have known that

1 unless they intervened to protect Plaintiff, and to adequately supervise, prohibit, control, regulate,
2 discipline and/or otherwise penalize the conduct of the employees of defendants as set forth above,
3 the remaining defendants and employees perceived the conduct and omissions as being ratified and
4 condoned.

5 6 **FACTUAL ALLEGATIONS**

7 12. The Cadillac Hotel was built in 1907, it is a single room occupancy (SRO)
8 residential hotel in San Francisco's Tenderloin district, 380 Eddy Street, at the corner of Eddy and
9 Leavenworth. It has a storied history and is a neighborhood landmark.

10 13. The Cadillac is owned by non-profit Reality House West. According to its tax
11 exemption return, "[t]he corporation operates a residential hotel consisting of 156 rental units in San
12 Francisco, CA, for the elderly, mentally disabled, ex-offenders, and other low-income people. This
13 project is controlled by regulatory agreements with the City of San Francisco, the California
14 Housing Rehabilitation Program, and California Department of Housing and Community
15 Development as to rental charges, operating methods and other matters."

16 14. In San Francisco, the Department of Homelessness and Supportive Housing, or
17 HSH, pays nonprofit groups like Reality House West to provide rooms and aid to formerly
18 homeless people in about 70 single-room-occupancy hotels, known as SRO's. The buildings are the
19 cornerstone of a \$160 million program called permanent supportive housing, which helps people
20 rebuild their lives after time on the streets. Most SROs, like the Cadillac, also receive federal grants
21 and state funds.

22 15. The Cadillac hotel has substantial deferred maintenance, it is in a state of disrepair
23 and residents are left living in untenable conditions with little recourse. The human effects of the
24 dilapidated conditions are unimaginable. Residents live with health and safety risks on a daily
25 basis.

26 16. For many seniors and disabled residents, the elevator provides a lifeline to the
27 outside world. When the elevator doesn't work, it creates a multilayered set of problems that affects
28 health, social, and safety aspects of the lives of the tenants.

1 17. Plaintiff Mark Parsons moved into the Cadillac Hotel in 2009, 15 years ago. He has
2 been a model tenant for all 15 years, never ever late with the rent, never in violation of any of the
3 rules. When the elevator is out of service, he could walk up and down the 143 steps to his room on
4 the fourth floor for the last eight years. Plaintiff Parsons has several disabilities resulting from a
5 stroke and other illnesses.

6 18. In around 2018, Mr. Parsons began complaining to the building owners and property
7 managers to permanently fix the Cadillac's elevator. He also frequently advocated for maintenance
8 and repair of other issues at the Hotel's monthly tenant meetings, prior to the pandemic in 2020.

9 19. On September 26, 2018, the state Division of Occupational Safety and Health
10 (OSHA) elevator unit conducted an inspection of the hotel's elevator, and issued a Preliminary
11 Order on October 12, 2018. An Order Prohibiting Use penalty invoice was issued on December 27,
12 2018, because the defendants did not fix the problem; they then paid the penalty without fixing the
13 elevator. They then just simply paid the penalty on February 11, 2019. On April 25, 2019, after a
14 final warning, OSHA took the elevator out of commission – it was Red Tagged. The power was
15 disconnected. The elevator was out of commission for at least two weeks.

16 20. Very shortly after April 25th, 2019 Mr. Parsons wrote the following to Caritas, the
17 property management company: "The current elevator shut down at the Cadillac is on you Another
18 crisis of your making. ... You have known since Oct 12, 2018 that our elevator was not in
19 compliance. You were fined by the State in December. You did nothing. You paid that fine in
20 February 2019. But you did not fix the elevator. Again, you did nothing. You got a final 15-day
21 warning. You did nothing. Which today stranded 150 tenants. Give or take a few that got injured
22 last year. When you did nothing. You are putting tenants in danger"

23 21. On January 20th, 2020, Mr. Parsons barely survived a stroke, which resulted in a
24 whole host of physical disabilities. Several months later, Mr. Parsons' doctor told him that he
25 needed a hip replacement, because his hips hurt. The imaging showed his hips were worn out. As a
26 result of these significant mobility challenges, Mr. Parsons ambulates very slowly with a cane and is
27 considered at high risk for falling. Mr. Parsons has not had the hip surgery for fear of living in a
28 room on the fourth floor without an elevator. The emotional distress is overwhelming.

1 22. In 2021, Mr. Parsons expressed concern to his doctor about the dangers of going up
2 and down the stairs during the elevator's frequent outages. He asked if he would qualify for a
3 wheelchair. Mr. Parsons' doctor agreed that a fall was likely and could be catastrophic, and that
4 using the stairs was exacerbating his hip injury, so she placed an order for an electric wheelchair.
5 Mr. Parsons does not use the wheelchair for fear of getting stuck in the elevator. Again, the
6 emotional distress is pervasive and continuing to today.

7 23. Mr. Parsons' advocacy for a working elevator continued. On May 17, 2021, he
8 emailed the Department of Industrial Relations (DIR), Cal/OSHA Elevator Unit, a division of
9 OSHA, to inquire about the status of the Cadillac's elevator permit. He informed them that there
10 hadn't been a permit posted since 2018. Today there still isn't. The DIR responded that they had
11 already inspected the unit and there was an open preliminary order.

12 24. The March 24, 2021 Preliminary Order provided a series of required corrections,
13 pursuant to California Code of Regulations, Title 8:

- 14 • The required written log, documenting the monthly Firefighter's recall
15 operational test shall be kept on the premises:
- 16 • All elevators provided with firefighters' emergency operation, shall be
17 subjected to monthly Phase I recall testing by use of the main floor key
18 switch. If provide, a minimum of one-floor operation while on Phase II
19 to assure the system is maintained in proper operating order shall be
20 performed. Any deficiencies shall be corrected and a written record of
21 findings shall be documented on the monthly firefighters' recall log.
- 22 • The hydraulic pump relief valve shall have its means of adjustment
23 sealed after being set to the correct pressure.
- 24 • The emergency lighting for the elevator car shall be made to operate as
25 intended.
- 26 • The car tops of the elevator shall be cleaned and kept free of oil and
27 grease. Articles and materials not necessary for the maintenance or
28 operation of the elevator shall not be stored or carried on the elevator
 car top.
- The debris shall be removed from the pit and the pit shall be maintained
 in a clean condition.
- The elevator hoistway shall be cleared al all dirt and rubbish and shall
 be maintained in a reasonably clean condition....
- The emergency battery lowering device shall be tested for proper
 operation under all six (6) conditions listed in Circular Letter E-01-03.

- The battery of the “Battery Lowering Device” shall have a disconnecting means lockable in the open position to remove power from the device...
- The elevator machine room or enclosed area shall be cleared of all equipment or materials except those used for repair or maintenance of the elevator.
- The machine room floor shall be kept clean and free from oil, grease, water, and dirt.
- The grooved pipe fittings in the elevator under the tank that leaks shall be tightened or replaced to prevent oil leakage....

25. In fact, by the time Mr. Parsons inquired about the status of the elevator’s permit on May 27, 2021, the DIR had already issued a second “Show Cause” notice for an “imminent hazard,” and the final deadline was five days away. Caritas and Reality House West did not fix the elevator until after OSHA red-tagged it.

26. From December of 2021 until February 2022, (during and after Christmastime) the elevator was out of service for two and a half months. This was again, the cause of serious emotional distress. As a result, Mr. Parsons and the other disabled tenants were effectively confined to the Cadillac Hotel. Every step Mr. Parsons takes erodes his hips. People in wheel chairs who absolutely needed the elevator never left their rooms for two entire months.

27. In the middle of that outage, on January 26, 2022, Mr. Parsons emailed the property manager, Caritas, “[w]e’re in the 7th week of an elevator shut down here at the Cadillac. For a total of 4 months in the last 12 months – I am 67 years old, barely survived a stroke in 2020, and need hip replacement. It’s 142 steps round-trip from the 4th floor where I live. This is the beginning of my 13th year as a tenant. To say the elevator needs to be fixed today is an understatement. This reckless disregard for my safety and well-being is astonishing. You need to solve these capital needs issues with the owner, Reality House West....”

28. On May 21, 2022, Mr. Parsons emailed the Department of Industrial Relations, (DIR): “On Feb 7th you returned this elevator to service. On February 8th the elevator broke down. And has continued to do so nearly every week since. Otis service records and fire department logs will confirm this. I realize that OSHA won’t be aware of this. Because Cadillac Management and Otis have adopted this laissez-faire attitude. Use at your own risk and call the fireman when you get

1 stuck inside. That's the plan their telegraphing to the tenants. I think this is reckless disregard for
2 tenants' safety and wellbeing. This elevator has been out of service for more than 3 months in the
3 last year. Since you're the agency that Permits this elevator, I'm asking you respectfully and for the
4 record, to conduct another comprehensive inspection of the elevator."

5 29. The Cadillac's elevator began to break down more regularly and for longer periods
6 of time. In or about November 2022, the elevator was out of service for two and half months. Mr.
7 Parsons was terrified that he would be stuck or worse in the elevator. For the most part, he was
8 fearful to use his new wheelchair, although he did risk it occasionally.

9 30. In a December 19, 2022 post, the SF Standard dubbed the Cadillac Hotel's elevator
10 "SF's Worst Apartment Elevator." In that article, a video of SFFD firemen extracting a traumatized
11 tenant from the stuck elevator is accompanied by a quote from Mr. Parsons, "She was in there for at
12 least 30 minutes.... When you're trapped in that elevator, it's like being trapped in a coffin."

13 31. The impetus for the Standard's article was Mr. Parsons' regular Twitter (X) posts of
14 his cell-phone videos of the elevator extractions, as well as the human costs to the disabled and
15 elderly population at the Cadillac Hotel. Since then, he has continued documenting the human costs
16 of the dangerously defective elevator, and other health and safety hazards, at the Cadillac Hotel:
17 Such as, but not exclusive of: filth, rodents, rats , vermin, trash in the rooms, no adequate trash
18 storage, sealed off freight elevator so the trash goes down the regular elevator making it filthy
19 when it does work, when it does not work the trash gets dragged down the stairs four floors,
20 electrical deficiency such that only the one plug can be used, having to turn everything else off so
21 the circuit doesn't blow: internet is not given to any tenant. This list goes on and on.

22 32. In April 2023, Mr. Parsons got stuck in the elevator for the fourth time. After a long,
23 anxious wait, he was able to escape. But Mr. Parsons, who has been in treatment with a therapist
24 and a psychiatrist since the death of his partner in 2006, was severely traumatized by the experience
25 at his residence the last 15 years, since January 1, 2009 when he moved into the defendants'
26 residence. The deferred maintenance has been an issue since the first day he moved in.

1 33. Regardless, Mr. Parsons has been walking up and down the stairs – 143 steps round
2 trip – exacerbating the pain in his hips and risking a fall, just to get out of his small room two times
3 per day. He usually walks downstairs to record the now-daily elevator extractions.

4 34. Every time he ventures out, Mr. Parsons says to himself, “I shouldn’t be doing this.
5 It’s too risky. I’m going to fall. I’m going to break a hip or worse. This is crazy. I can’t feel my feet
6 and I’m risking my safety every time I go out because I’m not stable.”

7 35. On July 31, 2023, Mr. Parson’s 86-year-old neighbor Raul walked up the four flights
8 of stairs and promptly collapsed. Mr. Parsons called 911 and they took him to the hospital. This has
9 happened several times and each time is a shock to Mr. Parson’s mental health. He uses a
10 wheelchair and has been stuck in the elevator many times. In January 2024 he was getting into the
11 elevator, and the assistant manager Tami Byers, yelled at him “don’t break my elevator with your
12 wheelchair”.

13 36. The manager Edwin Ramirez, and the assistant manger Tami Byers told Jarvis,
14 another tenant, that “you cannot use your electric wheelchair in the elevator and if you do break it,
15 you will responsible for the cost of the repairs when it breaks down”.

16 37. On August 17, 2023, Mr. Parsons wrote a detailed email to several individuals at
17 Caritas as well as Kathy Looper, the Executive Director of Reality House West:

18 The deteriorating condition of the Cadillac Hotel elevator continues to cause me enormous
19 anxiety and stress. In the last several months, I have videotaped rescues by the San
20 Francisco Fire Department that are harrowing to watch. People stuck between floors, being
21 cautioned of the dangers, while being extracted by fireman. These rescues are occurring on a
22 regular basis now. And have become the most calls to the San Francisco Fire Department in
23 all of Supportive Housing. According to SFFD’S own records. I have personally been stuck
24 four times. These conditions are unsafe, unacceptable and in my opinion, violations of
25 existing law. I have sent Caritas Property Management 4 of these videos. As well as Kathy
26 Looper, Executive Director of Reality House West. And I have not even had the courtesy of
27 a response. In-house Property Management continues to gaslight tenants. By ungraciously
28 posting memos, implying that it’s all their fault. ¶ Just recently the elevator was shut down
for 2 weeks, creating a dangerous situation for everyone forced to use the stairs. And an
illegal one for those of us who are disabled. I am increasingly dependent upon a wheelchair
which makes me dependent upon the elevator as well. Many tenants are in this situation.
You treat disabled tenants like they’re invisible, casualties of your poor decisions, trapped in
their rooms for long periods of time. Inhumane, less than dogs. With record amounts of
subsidies! My safety and well-being is not a joke, an inconvenience you so casually dismiss.
¶ On Tuesday, I had a long discussion with the State inspector from OSHA. And he

1 confirmed what I already knew. In detail. Doing nothing is not a plan. Doing nothing is a
2 decision. And that decision only has one outcome. Someone is going to get seriously hurt.
3 What as a management company are you thinking? And what fiduciary responsibility is
Reality House West serving? You owe me that explanation. I am stressed out to the max, by
these conditions you have so willfully created at the Cadillac Hotel.

4 38. The next day, Caritas pulled Mr. Parsons' recertification of being low income, and
5 scrutinized his bank statements, which was retaliatory and a violation of Mr. Parsons' right to
6 financial privacy, inter alia. Through its retaliatory act, Caritas discovered that Mr. Parsons would
7 occasionally loan money to the long-time, 20 years, front desk manager, Rhonda Melvin, who Mr.
8 Parsons had considered a friend for almost 15 years. Caritas thereafter, on information and belief,
9 constructively terminated the front desk manager's employment. Mr. Parson's was in complete
10 compliance with all of his documents.

11 39. Mr. Parsons received a letter in the mail from Caritas', Edwin Ramirez, accusing him
12 of interfering with the repair man to fix the elevator. Going forward Mr. Parsons was mandated not
13 to speak with any repair men fixing the elevators. Mr. Parsons responded to Caritas, "going
14 forward" I will speak with whomever I want concerning safety". The defendants were doing all they
15 could to retaliate "against me to get me evicted." Life was and is hell. Mr. Parsons has no money to
16 move anywhere else in the city, moreover the defendants "need to fix these insane unsafe
17 conditions".

18 40. For the past few years, Mr. Parsons has been making videos of elevator extraction
19 rescues and posting them to social media such as Twitter, X, YouTube, and Threads. One of his
20 Instagram videos went viral in 2022 and got almost 200,000 views. Still the defendants did nothing
21 to remedy the situation.

22 41. Mr. Parsons' posts and the dangerous situation at the Cadillac Hotel brought interest
23 from the press. On September 17, 2023, an interview with Mr. Parsons was broadcast on KPIX, the
24 local CBS affiliate, and online.

25 42. During that interview, the reporter stated that the San Francisco Fire Department had
26 performed 32 rescues from the Cadillac Hotel's elevator during the first eight months of 2023, the
27 most of any elevator in the city. As his rescue videos play, Mr. Parsons says, "I'm furious, that
28 anyone would let it be in this condition... (I have) huge amount of anxiety because I've been stuck

1 in it four times, once with another person.....You rely on the elevator... it's 143 steps round trip.
2 They just don't take our safety seriously. People are getting stuck between floors. They are having
3 to be dragged out. It's horrible. It's a really dire situation... It's like a crisis 10 years in the
4 making.... Every time I ride on it. I just pray I make it to the fourth floor."

5 43. Further, Mr. Parsons says he is "fearful of retaliation from management" and "has
6 been threatened before" but he continues to document the unnerving scenes.

7 44. Since September of 2023, issues with the elevator have increased exponentially. Mr.
8 Parsons has made videos of dozens of rescues: He has continued to document the conditions at the
9 Cadillac Hotel, including sanitation and safety issues that affect him and his fellow residents. In
10 November, near-daily breakdowns are the norm. Twice in November, paramedics were stuck in the
11 elevator. One time the resident was stuck with them as they were being transported. The other time,
12 the resident waited for the fire department to rescue the paramedics. The situation is getting quite
13 dangerous.

14 45. Otis has the service contract for this elevator, and the call button in the elevator
15 notifies them that someone is stuck inside. Otis will generally take over an hour, when they do
16 arrive. Invariably, the trapped person calls 911 and the Fire Department rescues the victim. Manager
17 Edwin Ramirez told Mr. Parsons, in the middle of an emergency, "I've been told not to call 911, I'm
18 waiting for Otis. They're on the bridge."

19 46. Residents, many of whom have been rescued or seen someone rescued by the
20 firemen, and others who know that the emergency call button does not work all the time, and call
21 911 to be extracted from the stuck elevator. In fact, Mr. Parsons is unaware of any occasion where
22 Otis ever showed up before the fire department.

23 47. Typically, the fire department personnel will leave the elevator off after the rescue.
24 Otis is supposed to conduct a safety inspection and restore operation. In November, Mr. Parsons
25 became aware that the property manager, Mr. Ramirez, rather than calling Otis, have been going
26 down into the basement and restoring power to the elevator on his own. Mr. Ramirez is not a
27 qualified elevator repair person. The defendants do all they can to not call the fire department.

28

1 48. Mr. Parsons met the OSHA inspector on the fourth floor after he received a
2 complaint from Mr. Parsons, explained that OSHA was aware of the complaints and ongoing issues
3 with the elevator and told Parsons, "What's going on here is an issue of money between the Cadillac
4 and Otis."

5 49. On information and belief, Otis has told the other defendants, for a period of years,
6 what needs to be done to fix the elevator, and Reality House West and Caritas have done the bare
7 minimum to keep the elevator limping along Thereby endangering residents' lives, like Mr. Parsons
8 and the residents who got stuck while being transported to the hospital by paramedics, or the other
9 resident who are waiting for the paramedics while the paramedics waited for the firefighters to
10 rescue them from the stuck elevator.

11 50. In early November 2023, a resident got stuck in the elevator with his electric
12 wheelchair. The Cadillac has banned the resident, Mr. Jarvis, from taking the wheelchair in the
13 elevator, and has threatened that, if the resident gets stuck again, he will be responsible for the cost
14 of repairs, as stated above.

15 51. Mr. Parsons has complained about other habitability issues to Caritas and Realty
16 House West, the most pressing of which is a current rodent infestation caused by the property
17 manager's negligent failure, for six months, to clean the room next door after Mr. Parsons' neighbor
18 moved out. In addition to the ongoing cockroach problem, there is now a significant mouse and rat
19 infestation on the fourth floor of the Cadillac. The resident had passed away and the room was
20 infested with rats and other rodents and trash, and six gallons of urine in big plastic containers.
21 After months of not cleaning the room at all, Mr. Parsons complained to Kevin at the health
22 department and they came out and told the management to clean it up. And finally, months after the
23 death, they finally cleaned it. This is just an example of many, many acts of neglect that still occur
24 daily.

25 52. Mr. Parsons also complained about the Cadillac Hotel's sanitation practices after the
26 freight elevator was put out of commission and the Cadillac began storing garbage in a first-floor
27 commercial space.
28

1 53. Finally, Mr. Parsons has complained about the broken front window and gate, lax
2 security, garbage left in hallways, dangerous exposed wires next to washing machine, rodents, and
3 vermin.

4 **First Cause of Action**
5 **Disability Discrimination - (Cal. Govt. Code §12955)**
6 **Against Defendants Realty House West and Caritas Management Company**

7 54. Mr. Parsons hereby incorporates by reference all preceding paragraphs as alleged
8 above as if fully set forth herein.

9 55. Under the Fair Employment and Housing Act (the "FEHA"), a dwelling includes
10 single room occupancy hotel rooms. California Gov't Code § 12955, et seq. Dwellings are subject
11 to the Fair Housing Act, whether publicly or privately owned and operated. The FEHA requires
12 that an entity not discriminate on the basis of disability.

13 56. The California Fair Employment and Housing Act (FEHA) makes it unlawful to
14 "otherwise make unavailable or deny a dwelling based on discrimination because of...disability."
15 Cal. Gov't Code § 12955(k)

16 57. The FEHA further provides that "[a]ll covered multifamily dwellings with a building
17 entrance on an accessible route shall be designed and constructed in a manner [that allows] the
18 public and common areas [to be] readily accessible to and usable by person with disabilities." Cal.
19 Gov't Code § 12955(d).

20 58. The FEHA further provides that it is unlawful "[f]or any person subject to the
21 provisions of [the Unruh Civil Rights Act] section 51 of the Civil Code ... to discriminate against
22 any person" on any basis protected under FEHA. Cal. Gov't Code § 12955(d).

23 59. The FEHA further provides that it [i]t is an unlawful practice...for a person to deny
24 or to aid, incite, or consider in the denial of the rights created by Section 51..." Cal. Gov't Code §
25 12948.

26 60. Mr. Parsons is a qualified individual with a disability under the FEHA. Specifically,
27 Mr. Parsons can only walk a short distance with great difficulty, and relies on a wheelchair for
28 mobility. He also suffers from anxiety disorder.

1 61. Defendants, and each of them, knew or should have known that Mr. Parsons suffers
2 from a disability that requires him to use a wheelchair because Defendants' agents and employees
3 saw Mr. Parsons walking slowly and painfully with a cane or using his wheelchair and Defendants,
4 and each of them knew or should have known that when the elevator failed that Mr. Parsons would
5 be harmed.

6 62. Government Code section 12927(c)(1) defines "discrimination" to include "refusal to
7 make reasonable accommodations in rules, policies, practices, or services when these
8 accommodations may be necessary to afford a disabled person equal opportunity to use and enjoy a
9 dwelling." In addition, discrimination also "included any other denial or withholding of housing
10 accommodations."

11 63. Government Code section 12955.1(a) defines "discrimination" to include "a failure to
12 design and construct a covered multifamily dwelling in a manner that allows access to, and use by,
13 disabled persons."

14 64. Defendants, and each of them, discriminated against Mr. Parsons when they allowed
15 the Cadillac Hotel elevator to deteriorate and refused to make reasonable accommodations by fixing
16 the elevator, and when they failed to develop and implement adequate procedures to ensure that the
17 lone elevator was properly maintained and repaired so that passengers using wheel chairs would be
18 able to use the elevator.

19 65. Over the past three years of the elevator stalling and jamming regularly, the
20 Defendants had no appropriate accommodation to allow Mr. Parsons or any other wheel chair-
21 bound tenant living at the Cadillac Hotel to gain access to or leave their respective apartments. The
22 defendants' response was to ignore and blame Mr. Parsons and the other tenants who depended on a
23 wheelchair for mobility from their respective apartments. There was no process for Mr. Parsons to
24 seek an accommodation for a safe means to gain access to or leave his apartment when the elevator
25 was out of service or he was too scared to ride the elevator.

26 66. As a direct and proximate result of the unlawful discrimination by Defendants, and
27 each of them, Mr. Parsons, who is in need of a hip replacement but can't get the surgery until he can
28

1 take his wheelchair up and down a working elevator, has been harmed in that he has sustained
2 physical injuries in an amount according to proof.

3 67. As a further direct and proximate result of the unlawful discrimination of the
4 Defendants, and each of them, Mr. Parsons, who suffers from anxiety, has suffered harm in that he
5 has suffered humiliation, mental anguish, and emotional distress, and has been harmed in mind and
6 body. As a result, Mr. Parsons has suffered such psychological damages in an amount according to
7 proof.

8 68. By unlawfully discriminating against Mr. Parsons and failing to engage in the
9 interactive process, Defendants, and each of them, demonstrated that it is likely they will continue
10 to engage in unlawful housing discrimination that is the subject matter of this complaint. Mr.
11 Parsons lacks any plain, speedy, and adequate remedy at law to prevent such harm, injury, and loss
12 until this Court enjoins Defendants' unlawful conduct and grants other affirmative relief as prayed
13 for herein.

14 69. The above-recited actions of Defendants, and each of them, were done with malice,
15 fraud, oppression, and in reckless disregard of Mr. Parsons' rights under the FEHA. Accordingly,
16 Mr. Parsons is entitled to an award of punitive damages.

17 70. Plaintiff is entitled to reasonable attorneys' fees and costs pursuant to California
18 Government Code § 12965(b).

19
20 **Second Cause of Action**
21 **Refusal to Make Reasonable Accommodation in Housing (Gov. Code, § 12927(c)(1))**
22 **Against Defendants Realty House West and Caritas Management Company**

23 71. Mr. Parsons hereby incorporates by reference all preceding paragraphs as alleged
24 above as if fully set forth herein.

25 72. Mr. Parsons claims that Defendants refused to reasonably accommodate his physical
26 disability as necessary to afford him an equal opportunity to use and enjoy a dwelling.

27 73. Defendants were the owners and property managers, with the authority to provide
28 housing, of a single-room-occupancy hotel. Parsons was living in the Defendant's dwelling;

1 74. Mr. Parsons is a disabled person eligible for the protections of the Fair Employment
2 and Housing Act and had a history of having a physical disability that limited his ability to walk and
3 require a wheel chair, as well has a history of severe anxiety. Defendants knew of, or should have
4 known of, Mr. Parsons' disabilities;

5 75. In order to afford Mr. Parsons an equal opportunity to use and enjoy his fourth-floor
6 room, it was necessary to maintain a working elevator. Defendants allowed the Cadillac Hotel
7 elevator to deteriorate and refused to make reasonable accommodations by fixing the elevator, and
8 when they failed to develop and implement adequate procedures to ensure that the lone elevator was
9 properly maintained and repaired so that passengers using wheel chairs would be able to use the
10 elevator.

11 76. Over the past three years of the elevator stalling and jamming regularly, the
12 Defendants, and each of them, had no appropriate accommodation to allow Mr. Parsons or any
13 other wheel chair-bound tenant living at the Cadillac Hotel to gain access to or leave their
14 respective apartments. The defendants' response was to ignore and blame Mr. Parsons and the other
15 tenants who depended on a wheelchair for mobility from their respective apartments. There was no
16 process for Mr. Parsons to seek an accommodation for a safe means to gain access to or leave his
17 apartment when the elevator was out of service or he was too scared to ride the elevator

18 77. It was reasonable to maintain a working elevator, but Defendants refused to make
19 this accommodation.

20 78. As a direct and proximate result of the unlawful acts and inaction by Defendants, and
21 each of them, Mr. Parsons, who is in need of a hip replacement but can't get the surgery until he can
22 take his wheelchair up and down a working elevator, has been harmed in that he has sustained
23 physical injuries in an amount according to proof.

24 79. As a further direct and proximate result of the unlawful discrimination of the
25 Defendants, and each of them, Mr. Parsons, who suffers from anxiety, has suffered harm in that he
26 has suffered humiliation, mental anguish, and emotional distress, and has been harmed in mind and
27 body. As a result, Mr. Parsons has suffered such psychological damages in an amount according to
28 proof.

1 80. By unlawfully failing to provide an accommodation to Mr. Parsons and failing to
2 engage in the interactive process, Defendants, and each of them, have demonstrated that it is likely
3 they will continue to engage in unlawful housing discrimination that is the subject matter of this
4 complaint. Mr. Parsons lacks any plain, speedy, and adequate remedy at law to prevent such harm,
5 injury, and loss until this Court enjoins Defendants' unlawful conduct and grants other affirmative
6 relief as prayed for herein.

7 81. The above-recited actions of Defendants, and each of them, were done with malice,
8 fraud, oppression, and in reckless disregard of Mr. Parsons' rights under the FEHA. Accordingly,
9 Mr. Parsons is entitled to an award of punitive damages.

10 82. Plaintiff is entitled to reasonable attorneys' fees and costs pursuant to California
11 Government Code § 12965(b).

12
13 **Third Cause of Action**
14 **Whistleblower Retaliation (Cal. Govt. Code §12940(h))**
 Against All Defendants

15 83. Mr. Parsons hereby incorporates by reference all preceding paragraphs as alleged
16 above as if fully set forth herein.

17 84. Under the Fair Employment and Housing Act (the "FEHA"), a dwelling includes
18 single room occupancy hotel rooms. Gov't Code § 12955, et seq. Dwellings are subject to the Act,
19 whether publicly or privately owned and operated.

20 85. The FEHA makes it unlawful to retaliate against an individual who exercises their
21 rights to be free from discriminatory housing practices by opposing those practices forbidden under
22 the FEHA, or because the person has filed a complaint, testified, or assisted in any proceeding under
23 the FEHA, or who is anticipated to do so in the future. It is also unlawful to retaliate against a
24 person for requesting an accommodation for a disability, regardless of whether the request was
25 granted. Govt. Code, §§ 12130, 12940(m)(2)

26 86. Mr. Parsons is a qualified person with a disability. Specifically, Mr. Parsons can only
27 walk a short distance with great difficulty, and relies on a wheelchair for mobility. He also suffers
28 from anxiety disorder.

1 87. Defendants, and each of them, knew or should have known that Mr. Parsons suffers
2 from a disability that requires him to use a wheelchair because Defendants' agents and employees
3 saw Mr. Parsons walking slowly and painfully with a cane or using his wheelchair and Defendants,
4 and each of them knew or should have known that when the elevator failed that Mr. Parsons would
5 be harmed directly or indirectly.

6 88. Over the course of several years, Mr. Parsons regularly advocated for a reasonable
7 accommodation for his disability – namely a working elevator - and complained to OSHA, the
8 Department of Industrial Relations, the online public, the media, the property manager, owner, and
9 elevator repair provider about the non-functioning, dangerous elevator. Defendants were aware of
10 these complaints and publications, and reasonably anticipated that Mr. Parsons would offer
11 testimony in a future proceeding.

12 89. Defendants subjected Mr. Parsons to an adverse action by revealing his private
13 financial information to those without a need to know and terminating his friend's employment as
14 an act of intimidation, by pressuring him to stop advocating for a working elevator, and by threatening
15 him financially.

16 90. The threats and actions to attempt to evict Mr. Parsons were all retaliatory.

17 91. Mr. Parsons' protected activity was a substantial motivating reason for Defendants'
18 retaliation.

19 92. Mr. Parsons was harmed by these retaliatory acts and Defendants' retaliatory acts
20 were a substantial factor in causing his harm.

21 93. As a further direct and proximate result of the unlawful discrimination of the
22 Defendants, and each of them, Mr. Parsons has suffered harm in that he has suffered humiliation,
23 mental anguish, and emotional distress, and has been harmed in mind and body. As a result, Mr.
24 Parsons has suffered such psychological damages in an amount according to proof.

25 94. By unlawfully retaliating against Mr. Parsons, Defendants, and each of them,
26 demonstrated that it is likely they will continue to engage in unlawful retaliation. Mr. Parsons lacks
27 any plain, speedy, and adequate remedy at law to prevent such harm, injury, and loss until this
28 Court enjoins Defendants' unlawful conduct and grants other affirmative relief as prayed for herein.

1 95. The above-recited actions of Defendants, and each of them, were done with malice,
2 fraud, oppression, and in reckless disregard of Mr. Parsons' rights under the FEHA. Accordingly,
3 Mr. Parsons is entitled to an award of punitive damages

4 96. Plaintiff is entitled to reasonable attorneys' fees and costs pursuant to" California
5 Government Code § 12965(b).

6 **Fourth Cause of Action**
7 **Denial of Civil Rights – Unruh Civil Rights Act**
8 **Against Defendants Realty House West and Caritas Management Company**

9 97. Mr. Parsons hereby incorporates by reference all preceding paragraphs as alleged
10 above as if fully set forth herein.

11 98. California Civil Code section 51 (b) states, "All persons within the jurisdiction of
12 this state are free and equal, and no matter what their sex, race, color, religion, ancestry, national
13 origin, disability, medical condition, marital status, or sexual orientation are entitled to the full and
14 equal accommodations, advantages, facilities, privileges, or services in all business establishments
15 of every kind whatsoever.... (f) A violation of the right of any individual under the Americans with
16 Disabilities Act of 1990 (Public Law 101-336) shall also constitute a violation of this section."

17 99. The ADA provides in pertinent part: "No individual shall be discriminated against on
18 the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges,
19 advantages, or accommodations of any place of public accommodation by any person who . . .
20 operates a place of public accommodation." The ADA defines discrimination as "a failure to make
21 reasonable modifications in policies, practices, or procedures, when such modifications are
22 necessary to afford such goods, services, facilities, privileges, advantages, or accommodations to
23 individuals with disabilities, unless the entity can demonstrate that making such modifications
24 would fundamentally alter the nature of such goods, services, facilities, privileges, advantages, or
25 accommodations."

26 100. The Unruh Civil Rights Act incorporates the FEHA's definition of disability.
27 "Disability means any mental or physical disability as defined in Sections 12926 and 12926.1 of the
28 Government Code." California Civil Code § 51(e)(l).

1 101. Defendants denied Mr. Parsons full and equal accommodations, advantages,
2 facilities, privileges, and services because of his disability.

3 102. Defendants, and each of them, engaged in conduct that violated the Unruh Civil
4 Rights Act, including, but not limited to failing to maintain the sole elevator at the Cadillac Hotel,
5 such that it malfunctioned and caused Mr. Parsons' injuries. Moreover, Defendants' failure to
6 maintain the elevator at the Cadillac Hotel caused it to be out of service regularly and frequently, to
7 the extent that Mr. Parsons feared for his safety and, most of the time, refused to use the dangerous
8 elevator.

9 103. As a direct and proximate result of the unlawful discrimination by Defendants, and
10 each of them, Mr. Parsons has been harmed in that he incurred physical injuries. As a result, Mr.
11 Parsons has suffered such damages in an amount according to proof.

12 104. As a further direct and proximate result of the unlawful discrimination of the
13 Defendants, and each of them, Mr. Parsons has suffered harm in that he has suffered humiliation,
14 mental anguish, and emotional distress, and has been harmed in mind and body. As a result, Mr.
15 Parsons has suffered such damages in an amount according to proof.

16 105. Under Civil Code § 52 (a), "Whoever denies, aids or incites a denial, or makes any
17 discrimination or distinction contrary to Section 51, 51.5, or 51.6, is liable for each and every
18 offense for the actual damages, and any amount that may be determined by a jury, or a court sitting
19 without a jury, up to a maximum of three times the amount of actual damage but in no case less than
20 four thousand dollars (\$4,000), and any attorney's fees that may be determined by the court in
21 addition thereto, suffered by any person denied the rights provided in Section 51, 51.5, or 51.6.

22 106. By unlawfully discriminating against Mr. Parsons and failing to engage in the
23 interactive process, Defendants, and each of them, demonstrated that it is likely they will continue
24 to engage in unlawful housing discrimination that is the subject matter of this complaint. Mr.
25 Parsons lacks any plain, speedy, and adequate remedy at law to prevent such harm, injury, and loss
26 until this Court enjoins Defendants' unlawful conduct and grants other affirmative relief as prayed
27 for herein.
28

Fifth Cause of Action
Violation of Civil Code §§ 54, *et seq.*
Against All Defendants

107. Mr. Parsons hereby incorporates by reference all preceding paragraphs as alleged above as if fully set forth herein.

108. Civil Code §§ 54 and 54.1 guarantee individuals with disabilities equal access to public places, buildings, facilities and services, as well as common carriers, housing and places of public accommodation, while section 54.3 specifies remedies for violations of these guarantees, including a private action for damages.

109. Civil Code § 54.1(b)(1) guarantees “[i]ndividuals with disabilities shall be entitled to full and equal access...to all housing accommodations offered for rent, lease, or compensation in this state, subject to the conditions and limitations established by law, or state or federal regulation, and applicable alike to all persons.”

110. A violation of the right of an individual under the Americans with Disabilities Act of 1990 (Public Law 101-336) also constitutes a violation of the California Disabled Persons Act., Cal. Civ. Code § 54.1.

111. At all times relevant, Mr. Parsons belonged to the class of persons for which these statutes were designed to offer protection. The harm that has befallen Mr. Parsons is of the type these statutes were designed to prevent.

112. As a proximate result of Defendants' negligent violation of statutory duty, as set forth above, Mr. Parsons has suffered actual, special and general damages as set forth herein

Sixth Cause of Action
Violation of California Government Code §11135
Against All Defendants

113. Mr. Parsons hereby incorporates by reference all preceding paragraphs as alleged above as if fully set forth herein.

114. Mr. Parsons hereby incorporates by reference all preceding paragraphs as alleged above as if fully set forth herein.

1 115. California law affords people with disabilities a right to “equal access” to programs
2 and activities subsidized by state funds; such programs may not discriminate against people with
3 disabilities. Cal. Gov’t Code § 11135(a).

4 116. State-funded programs may not deny a person the opportunity to participate in, or
5 benefit from, its services and programs. 2 Cal. Code Regs § 11154(a). Such programs must provide
6 effective access that results in an equal opportunity to obtain the same result, to gain the same
7 benefit, or to reach the same level of achievement as that provided to others. Id. § 11154(c). Such
8 programs may not “otherwise limit a person in the enjoyment of any right, privilege, advantage or
9 opportunity enjoyed by” the general public. Id. § 11154(g)

10 117. On information and belief, Defendants receive financial assistance from the State of
11 California sufficient to invoke the coverage of Government Code § 11135.

12 118. At all times relevant to this action, Mr. Parsons has been and is a qualified individual
13 with a disability within the meaning of California law. Cal. Gov’t Code § 12926.

14 119. Defendants’ acts and omissions discriminate against Mr. Parsons solely by reason of
15 his disability in violation Section 11135 and its regulations. Defendants’ discriminatory conduct
16 includes but is not limited to failure to maintain operable elevators, failure to implement lawful
17 reasonable accommodation policies, notice policies, and emergency evacuation policies, and
18 maintaining a policy requiring that Mr. Parsons use the stairs when the elevator is out of service,
19 which denies him effective access to and from his room, and unequal benefit of the programs and
20 services the Defendants provide with the assistance of state funding.

21 120. Pursuant to California Government Code § 11139, Mr. Parsons has a private right of
22 action to enforce California Government Code § 11135(b).

23 121. Defendants’ violations of above statutes have harmed and will continue to harm Mr.
24 Parsons.

25 122. Mr. Parsons seek declaratory and injunctive relief as well as reasonable attorneys’
26 fees, costs and litigation expenses to address these violations.

**Seventh Cause of Action
Intentional Infliction of Emotional Distress
Against All Defendants**

123. Mr. Parsons hereby incorporates by reference all preceding paragraphs as alleged above as if fully set forth herein.

124. By this cause of action Mr. Parsons seeks to recover damages to compensate him for the emotional distress caused by the Defendants' wrongful and unlawful conduct. Jurisdiction is invoked pursuant to *Rojo v. Klinger* (1990) 52 Cal.3d 63.

125. Defendants, and each of them, willfully and wantonly, and with full knowledge and intent, harmed Mr. Parsons by their extreme and outrageous conduct as more fully set forth in the preceding paragraphs of this Complaint. The extreme and outrageous conduct by the Defendants, and each of them, included, but was not limited to the conduct discussed above.

126. Defendants' actions were so extreme and outrageous as to exceed the boundaries of human decency and were beyond the pale of conduct tolerated in a civilized society. Conduct by Defendants, and each of them, was intended to cause severe emotional distress, or was done in reckless disregard of the probability of causing severe emotional distress.

127. As a direct, actual and proximate result of the Defendants' wrongful conduct, Mr. Parsons has suffered and continues to suffer the indignation of unlawful discrimination, deprivation of his right to full and equal housing benefits, as well as severe and continuous humiliation, emotional distress, and physical and mental pain and anguish, all to his damage in an amount according to proof at the time of trial.

128. The Defendants, and each of them, committed the acts alleged herein maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Mr. Parsons, and acted with an improper and evil motive amounting to malice and in conscious disregard of his rights. Because the acts taken toward Mr. Parsons were carried out by the Defendants acting in deliberate, cold, callous, and intentional manner in order to injure and damage Mr. Parsons, he is entitled to punitive damages from the Defendants, in an amount appropriate to punish and make an example of them.

**Eighth Cause of Action
Breach of Implied Warranty of Habitability
Against Defendants Realty House West and Caritas Management Company**

129. Mr. Parsons hereby incorporates by reference all preceding paragraphs as alleged above as if fully set forth herein.

130. At all relevant times herein, numerous defective living conditions have existed, and continue to exist throughout Mr. Parsons' tenancy at the Cadillac Hotel. These defective conditions include, but are not limited to:

- a. Unsanitary environment of the Premises due to the lack of proper maintenance;
- b. General dilapidation and deterioration throughout the Premises;
- c. Inadequate performance of necessary maintenance and/or rehabilitation;
- d. Mice and rat infestation in the walls and living spaces
- e. Cockroach infestation and other insects
- f. Dangerous exposed wiring and other fire hazards
- g. Lack of adequately trained staff and inadequate supervision
- h. Dangerous and inoperable elevator.

131. The defective conditions stated above constitute violations of state and local housing laws and fire codes and pose severe health, safety, and fire hazards. The defective conditions materially affected Mr. Parsons' living conditions. State and local agencies, including but not limited to the DBI, have cited the Defendants for unsafe conditions and violations of state and local law as described above.

132. Defendants had actual and constructive notice of each of the defective conditions described above at all relevant times herein. Despite such notice, Defendants failed to take the steps necessary to repair said conditions in a timely manner.

133. Mr. Parsons paid Defendants monthly rent during the time he has occupied the premises.

134. Mr. Parsons did nothing to cause, create or contribute to the existence of the defective conditions stated above.

1 135. By Defendants' breach of the warranty of habitability, Defendants breached a duty
2 imposed on all residential landlords by state and local law. In failing to repair the defective
3 conditions detailed above, Defendant acted unreasonably.

4 136. As a direct and proximate result of Defendants' breach, Mr. Parsons has suffered, and
5 continues to suffer pain, anxiety, annoyance, inconvenience, distress, economic loss, loss of use,
6 and property damage, all to his detriment in amounts to be determined at trial.

7 137. The conduct of Defendants alleged above was deliberate, willful and malicious.
8 Defendants acted, or failed to act, deliberately and in conscious disregard of the rights and safety of
9 the Mr. Parsons so that is entitled to punitive damages in an amount to be determined at trial.

10
11 **Ninth Cause of Action**
12 **Breach of Statutory Warranty of Habitability**
13 **Against All Defendants**

14 138. Mr. Parsons hereby incorporates by reference all preceding paragraphs as alleged
15 above as if fully set forth herein.

16 139. Defendants have violated statutes, including, among others, Civil Code § 1941, *et*
17 *seq.*, and Health & Safety Code § 17920.3, and San Francisco Housing Code §713 related to the
18 warranty of habitability.

19 140. Mr. Parsons is informed and believes, and thereupon alleges that Defendants had
20 actual and/or constructive notice of each of the defective conditions described above at all relevant
21 times herein.

22 141. Defendants failed and/or refused to repair these dangerous and defective conditions
23 within a reasonable time, or at all. Despite such notice, Defendants failed to take the steps
24 necessary to repair said conditions at all times relevant herein.

25 142. Mr. Parsons paid Defendants rent during the time he occupied the Property.

26 143. Mr. Parsons did nothing to cause, create or contribute to the existence of the
27 defective conditions stated above.

28 144. As a direct and proximate result of Defendants' breach of the statutory warranty of
habitability and their failure to repair the defective and dangerous conditions or have them repaired

1 within a reasonable time or at all, Mr. Parsons has suffered, and continues to suffer pain, anxiety,
2 annoyance, inconvenience, distress, and economic loss, all to his detriment in amounts to be
3 determined at trial.

4
5 **Tenth Cause of Action**
6 **Breach of Covenant of Quiet Enjoyment**
7 **Against Defendants Realty House West and Caritas Management Company**

8 145. Mr. Parsons hereby incorporates by reference all preceding paragraphs as alleged
9 above as if fully set forth herein.

10 146. By the acts and omissions described above, Defendants interfered with, interrupted,
11 and deprived Mr. Parsons of the full and beneficial use of his room and disturbed his peaceful
12 possession of his room.

13 147. These acts of interference, interruption, deprivation, and disturbance by Defendants
14 amount to a breach of the covenant of quiet enjoyment implied in all residential tenancies, and
15 codified in California Civil Code § 1927.

16 148. As a direct and proximate result thereof, Mr. Parsons has suffered, and continues to
17 suffer pain, discomfort, annoyance, inconvenience, anxiety, economic loss, loss of use, and mental
18 anguish, all to his detriment in amounts to be determined at trial.

19 **Eleventh Cause of Action**
20 **Breach of Covenant of Good Faith and Fair Dealing**
21 **Against All Defendants**

22 149. Mr. Parsons hereby incorporates by reference all preceding paragraphs as alleged
23 above as if fully set forth herein.

24 150. In every contract or agreement there is an implied promise of good faith and fair
25 dealing. This implied promise means that each party will not do anything to unfairly interfere with
26 the right of any other party to receive the benefits of the contract. Good faith means honesty of
27 purpose without any intention to mislead or to take unfair advantage of another. Generally speaking,
28 it means being faithful to one's duty or obligation.

151. Mr. Parsons claims that Defendant violated the duty to act fairly and in good faith.

152. Defendants and Mr. Parsons entered into a housing contract. Mr. Parsons has done, and continues to do, all, or substantially all, of the significant things that the contract required him to do, including paying rent and following Defendants' rules. As such, all conditions required for Defendants' performance had occurred.

153. Defendants have, for several years, engaged in conduct that prevented Mr. Parsons from receiving the benefits under the contract. This conduct is ongoing.

154. Defendants, and each of them, failed to maintain the Cadillac Hotel in manner that allows access to, egress from, and use by Mr. Parsons; failed to exercise reasonable care in maintaining the property and premises free of defects and/or hazards, failed to inspect the property and premises for hazards, and failed to adequately warn of hazards, so as to preclude any person, including Mr. Parsons, from unreasonable risk of harm.

155. As a result, Defendants denied Mr. Parsons legal, tenantable housing, fit for human occupancy by a disabled individual. In so doing, Defendants did not act fairly and in good faith

156. Mr. Parsons was harmed by Defendants' conduct in amounts to be proven at trial.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all issues so triable.

RELIEF REQUESTED

1. A declaration that Defendant is violating the Unruh Act, Cal. Civ. Code §§51 and 52, and the California Disabled Persons Act, Cal. Civ. Code §§54 and 54.3, by failing to provide a working elevator to disabled tenants including Plaintiff;

2. A preliminary and permanent injunction, prohibiting Defendant from continuing to violate section 51 of the Unruh Act in California, and requiring Defendant to take steps necessary to ensure that the benefits and advantages offered by the Cadillac Hotel are fully and equally enjoyable to disabled persons including Plaintiff;

3. Applicable statutory damages pursuant to Cal. Civ. Code §52 or Cal. Civ. Code § 54.3, see Cal. Civ. Code § 54.3 (c);

- 1 4. For compensatory damages, general damages, and special damages according to
2 proof;
3 5. For interest, including pre-judgment interest, at the legal rate;
4 6. For punitive damages, according to proof at trial, for all causes of action in which
5 such damages are recoverable;
6 7. For reasonable attorneys' fees pursuant to Government Code § 12905(b),
7 California Code of Civil Procedure § 1021.5, and all other applicable statutes;
8 8. For costs of suit herein incurred;
9 9. For such other and further relief as the Court may deem proper.

10
11 Dated: February 1, 2024

Law Offices of Joseph L. Alioto and Angela Alioto

12
13 
14 Angela M. Alioto